

# EXHIBIT A

Did you activate (or renew) service prior to August 22, 2018? If yes, please click the date for the applicable version of the Terms and Conditions: August 10, 2018 | September 20, 2017 | September 1, 2016 | March 17, 2016 | February 17, 2016 | January 25, 2016 | November 14, 2015 | June 12, 2015 | March 18, 2015 | November 10, 2014 | March 27, 2014 | October 20, 2013 | December 30, 2011 | July 24, 2011 | July 18, 2010 | June 28, 2008 | December 2004

#### T-Mobile Terms & Conditions

Effective as of August 22, 2018

Thanks for choosing T-Mobile. Please read these Terms & Conditions ("T&Cs"), which contain important information about your relationship with T-Mobile, including mandatory arbitration of disputes between us, instead of class actions or jury trials. You will become bound by these provisions once you accept these T&Cs.

#### WHO IS THIS AGREEMENT WITH?

These T&Cs are an agreement between you and us, T-Mobile USA, Inc., and our controlled subsidiaries, assignees, and agents.

#### HOW DO I ACCEPT THESE T&Cs?

You accept these T&Cs by doing any of the following things:

- giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- activating, using or paying for the Service or a Device; or
- opening the Device box.

If you don't want to accept these T&Cs, don't do any of these things.

When you accept, you're telling us that you are of legal age (which means you are either legally emancipated, or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a contract. If you accept for an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

#### WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?

In these T&Cs, you'll find important information about:

- T-Mobile services provided to you ("Services");
- Any equipment for which we provide Service, such as a phone, handset, tablet, or SIM card (collectively, a "Device");
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device ("Charges");
- Privacy information;
- Network management practices;
- Limitations of liability; and
- Resolution of disputes by arbitration and class action and jury trial waivers (full terms available here).

#### ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

Yes. Your "Agreement" includes these T&Cs, the additional terms found in your Rate Plan, your Data Plan, your Service Agreement, and provisions linked to from these T&Cs. Sections marked "\*\*\*" continue after termination of our Agreement with you.

You should also be aware that our Privacy Policy and Open Internet Policy apply to the use of our products and services.

You might also have other agreements with us, such as an equipment installment plan or JUMP! On Demand Lease Agreement.

#### \*HOW DO I RESOLVE DISPUTES WITH T-MOBILE?

By accepting these T&Cs, you are agreeing to resolve any dispute with us through binding arbitration or small claims dispute procedures (unless you opt out), and to waive your rights to a jury trial and to participate in any class action suit. Your complete arbitration agreement, including opt-out instructions, is available here, and the opt-out website is available here. For additional terms and conditions governing a dispute between us, including how to dispute Charges assessed to you on your bill, choice of law, disclaimers of certain warranties, limitations of liabilities, and your indemnification obligations, click here.

#### WHAT IS A RATE PLAN?

Your "Rate Plan" includes your Service allotments, for example, for minutes, messages or data, rates, coverage and other terms. T-Mobile may introduce access to new technologies, features, or services that you can add for an additional charge. You can check your current usage by visiting my.T-mobile.com, or by using a short code from your Device (you can find more information about the short code at www.t-mobile.com). If any term in your Rate Plan conflicts with these T&Cs, the term in your Rate Plan governs.

#### HOW WILL I BE CHARGED FOR DATA USAGE?

Data service may be included in your Rate Plan or data pass or you may be charged for data usage on a pay per use basis ("Data Plan"). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. You can check your current usage by visiting my.T-mobile.com or by using a short code from your device (you can find more information about the short code at www.t-mobile.com). If you do not have a Data Plan, your Device may not be able to access data services.

#### ARE THERE SEPARATE TERMS FOR PREPAID CUSTOMERS?

The terms of these T&Cs apply to prepaid customers, and additional terms specific to prepaid customers may be found here.

#### HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?

If you want someone else to be able to access and manage your account, you can establish them as an "Authorized User," so they can:

- Make changes to your account;
- Add or remove services or features to your account;
- Receive notices and disclosures on your behalf;
- Purchase Devices for use with our Service, including under an installment plan; and
- Incur Charges on your account.

The easiest way to designate an Authorized User is online through your my.T-mobile.com account. Keep in mind that you should not share your account validation information, which includes the last four digits of your social security number or your passcode. An Authorized User will need to verify identity before we provide access to account information. When calling us, this requires presentation of the last four digits of the primary account holder's social security number or the account PIN/passcode. This information is sensitive so take steps to protect it. We will treat presentation of the proper account validation information as authorized access to an account.

#### WHERE, HOW, AND WHEN DOES MY SERVICE WORK?

These T&Cs describe the experience you can expect on our network, including information about our reasonable network management practices, and the experience on our roaming partners' networks:

- Please check our coverage maps, which approximate our anticipated coverage area outdoors. Your experience on our network may vary and change without notice depending on a variety of factors. For more information, click here. You agree that we are not liable for problems relating to Service availability or quality.
- For more information about roaming, click here.
- To provide the best possible experience for the most possible customers on T-Mobile branded plans, we prioritize the data usage of a small percentage of our heavy data users, specifically those using more than 50GB of data in a billing cycle below that of other customers. This threshold number applies to all rate plans, is periodically evaluated, and may change over time. We also prioritize the data of customers who choose certain rate plans after the data for other T-Mobile branded rate plans, but before customers using more than 50GB of data in a billing cycle. Customers whose data is prioritized lower may notice speeds lower than customers with higher priority in times and locations where there are competing customer demands for network resources. See your selected service or visit our Open Internet page at the link below for details. We prioritize smartphone and mobile internet (tablet) over Smartphone Mobile HotSpot (tethering) traffic on our network. Click here for more information.
- We utilize streaming video optimization technology in our network on qualifying Rate Plans to help minimize data consumption while also improving the service experience for all customers. Some Rate Plans have video optimization via the Binge On feature. Some qualifying video providers may choose to opt-out of the Binge On program. For a list of opt-out providers visit <http://www.t-mobile.com/offer/binge-on-streaming-video.html#>. The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled.
- Additionally, we may implement other network practices, such as caching less data.
- Our Open Internet Policy includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency and network practices).

#### \*WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICES?

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. Your Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of our Services and your Device are permitted and others are not. For examples of permitted and prohibited uses, click here. If you buy, lease, or finance a Device manufactured for use on our network, you agree, and we rely on your agreement, that you intend it to be activated on our Service and will not resell or modify the Device, or assist anyone doing so.

#### \*WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?

You agree to notify us if your Device is ever stolen or lost. We will not be held responsible for any charges incurred if you report that your Device is lost or stolen.

#### \*HOW WILL I BE BILLED FOR USE OF THE SERVICES?

You agree to pay all Charges we assess and bill you or that were accepted or processed through all Devices on your account. **Off-Rate Plan Charges.** You may have to pay extra for calls to some numbers (e.g., conference & chat lines, broadcast, calling card, international, 900 or 976 calls, etc.). You agree to provide us with accurate and complete billing and tax related information and to report all changes within 30 days of the change. You will receive an electronic (paperless) bill unless you tell us you want a paper bill. You have the option of switching to a paper bill at no cost to you by changing your billing preferences at my t-mobile or by contacting Customer Care. For more information about paperless billing, please visit [www.t-mobile.com/billterms](http://www.t-mobile.com/billterms).

Your Device can be used to purchase services and products from third parties, and Charges for these purchases may be included on your T-Mobile bill. For no additional cost you can block third party charges from being included on your T-Mobile bill by logging into your account at [www.my.t-mobile.com](http://www.my.t-mobile.com) or calling Customer Care. For more information about billing, click here.

#### WHAT IF I DON'T PAY ON TIME?

We may charge a late fee of the greater of 1.5% per month (18% annually) or \$5 per month and a returned payment fee up to \$35, subject to the maximum allowed by law. We may use a collection agency to collect past due balances and you agree to pay collection agency fees. If we accept late or partial payments, you still must pay us the full amount you owe, including late fees. We will not honor limiting notations you make on or with your checks. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.

#### \*DOES T-MOBILE CHECK MY CREDIT?

Yes, for many of our products and services. We may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may also report your payment record to credit-reporting agencies.

#### AM I REQUIRED TO MAKE A DEPOSIT?

We may require you to make a deposit or prepayment for Services. We can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. This deposit is refundable, and will be applied as a credit to your account along with interest as may be required by law.

#### CAN T-MOBILE ACCESS MY DEVICE?

We may remotely change software, systems, applications, features or programming on your Device without notice. These changes will modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. You will not be able to use your Device during the installation of the changes, even for emergencies.

#### CAN I DOWNLOAD AND USE THIRD PARTY CONTENT AND APPS ON MY DEVICE?

Yes. You are free to download and use content or applications ("Content & Apps") on your Device that are not provided by T-Mobile, at your own risk. Third party Content & Apps may require your agreement to a license or other terms with the third party. Some Devices or Content & Apps may contact our network without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

#### \*LICENSE

Your Device's Software is licensed, not sold, to you by T-Mobile and/or other licensors for your personal, lawful, non-commercial use on your Device only. You may only use the Software as authorized by its license. Your Device's "Software" includes its software, interfaces, documentation, data, and Content & Apps, as each may be updated or replaced by feature enhancements or other updates. For additional information regarding these license terms, including restrictions on your use of the Software, please click here.

#### \*WHAT IS THE TERM OF THESE T&Cs?

As the Un-Carrier, we did away with annual service contracts. You are free to go, although we'd be sad to see you leave. You are responsible for all Charges incurred through the end of your Service term. If you port your number to another carrier, your Service will be deactivated. In addition, cancellation of Service may affect other agreements that you have with us, including equipment installment plans or lease agreements where some of your payments may be accelerated upon cancellation.

#### CAN T-MOBILE CHANGE OR TERMINATE MY SERVICES OR THIS AGREEMENT?

Yes. Except as described below for Rate Plans with the price-lock guarantee (including the "Un-Contract Promise"), we may change, limit, suspend or terminate your Service or this Agreement at any time, including if you engage in any of the prohibited uses described here or no longer reside in a T-Mobile-owned network coverage area. Under certain limited circumstances, we may also block your device from working on our network. If the change to your Service or Rate Plan will have a material adverse effect on you, we will provide 14 days' notice of the change. You'll agree to any change by using your Service after the effective date of the change. We may exclude certain types of calls, messages or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), in our sole discretion, without further notice.

If you are on a price-lock guaranteed Rate Plan, we will not increase your monthly recurring Service charge ("Recurring Charge") for the period that applies to your Rate Plan, or, if no specific period applies, for as long as you continuously remain a customer in good standing on a qualifying Rate Plan. If you switch plans, the price-lock guarantee for your new Rate Plan will apply (if there is one). The price-lock guarantee is limited to your Recurring Charge and does not include, for example, add-on features, taxes, surcharges, fees, or charges for extra features or Devices. If your Service or account is limited, suspended or terminated and then reinstated, you may be charged a reactivation fee. For information about our unlocking policy, click here.

#### \*YOUR CONSENT TO BE CONTACTED

We may contact you without charge, on any wireless telephone number assigned to your account for any purpose, including marketing, and in any manner permitted by law. You also expressly consent to be contacted by us, and anyone contacting you on our behalf, for any purpose, including billing, collection, or other account or service related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that T-Mobile, and anyone contacting you on our behalf, may communicate with you in any manner, including using a pre-recorded or artificial voice, using an automatic telephone dialing system to place calls or send messages, or alerts, or using an automatic e-mail system to deliver email messages. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your Service and account.

#### HOW DO WE NOTIFY EACH OTHER?

You may contact us at [www.T-Mobile.com](http://www.T-Mobile.com), by calling 1-800-937-8997 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers** you may contact us at [www.t-mobile.com](http://www.t-mobile.com), by calling 1-800-937-8997 or 611 from your Device, or by writing to: T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn: Customer Care Manager. Electronic notices are considered delivered when sent. Mail notices are considered delivered 3 days after mailing. For multi-line accounts, we may assign a "Primary Telephone Number" to your account for the purpose of receiving notices, as well as for other purposes. If you would like to change it, contact us.

To begin arbitration or any other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272. For **Puerto Rico customers**, our registered agent is Fast Solutions, LLC and can be contacted at Citi Tower, 252 Ponce de Leon Avenue, Floor 20, San Juan, Puerto Rico, 00918, phone: 1-787-688-5881.

#### EMERGENCY ALERTS

T-Mobile has chosen to offer wireless emergency alerts, within portions of its coverage area. Wireless alert capable handsets with appropriate notification settings are required for the service. There is no additional charge for these wireless emergency alerts. For details visit [www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts](http://www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts).

#### 911 ACCESS

911 services are made possible by your state and local government. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of your Rate Plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, you should be prepared to provide information about where you are located. In some cases, 911 communications center operators may not know your phone number or have information about your location. Other third-party entities are involved in connecting a 911 call and T-Mobile does not determine the public safety agency to which your 911 call is routed. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 911 location services, while the port is in process. If you are outside the U.S., you may have to dial a different number than 911 to call emergency services.

**Wi-Fi Calling.** Wi-Fi Calling services use an internet connection to make calls, including 911 calls, and calls to 911 using Wi-Fi Calling operate differently than traditional 911. When enabling Wi-Fi Calling, you must provide us with the primary street address at which the Wi-Fi Calling service will be used ("Registered Location"). If you call 911 over Wi-Fi, we will provide your Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate you. You agree to update your Registered Location if you use Wi-Fi service at a different location. You can update your Registered Location by accessing your MyT-Mobile.com account or by contacting T-Mobile Customer Care. **Text-to-911.** Text to 911 may be available in some locations where T-Mobile service is provided, and is dependent on the public safety agency's ability to receive text messages.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VoLTE"). If you cannot make a voice call to 911, T-Mobile recommend that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("RTT") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see [www.t-mobile.com/accessibilitypolicy](http://www.t-mobile.com/accessibilitypolicy).

#### PARENTAL CONTROLS

We offer services that help you to monitor and filter, or restrict, internet access to minors. See [T-Mobile.com](http://T-Mobile.com) for details.

## \*WHAT ELSE DO I NEED TO KNOW?

Click here for additional terms that apply to you.

## Dispute Resolution

### \*HOW DO I RESOLVE DISPUTES WITH T-MOBILE?

**Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY POLICY, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.**

This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

**For Puerto Rico customers**, references to "small claims court" should be understood to mean the Puerto Rico Telecommunications Regulatory Board ("TRB") for matters within the jurisdiction of said agency. See **OTHER TERMS REGARDING DISPUTE RESOLUTION** for details on the billing dispute process in Puerto Rico.

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF THE DATE YOU PURCHASED A DEVICE FROM US OR THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (the "Opt Out Deadline")**. You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or online at [www.T-Mobiledisputeresolution.com](http://www.T-Mobiledisputeresolution.com). **Any opt-out received after the Opt Out Deadline will not be valid and you will be required to pursue your claim in arbitration or small claims court.**

For all disputes, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address provided in the "How Do We Notify to Each Other" Section below. You and we each agree to negotiate your claim in good faith, and you agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description. You and we each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

**If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings.** You must send a letter requesting arbitration and describing your claim to our registered agent (see the "How Do We Notify to Each Other" section below) to begin arbitration. The arbitration of all disputes will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. Upon filing of the arbitration demand, we will pay or reimburse all filing, administration and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek attorneys' fees in arbitration even if permitted under applicable law.

**CLASS ACTION WAIVER. YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTION.** If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver is unenforceable with respect to any claim, the arbitration agreement and Class Action Waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action. **If you opt out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

**JURY TRIAL WAIVER.** If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

## Other Terms Regarding Dispute Resolution

### \*HOW CAN I DISPUTE MY CHARGES?

If you have any questions about your bill or want to dispute any Charges, please contact us by visiting [www.T-Mobile.com](http://www.T-Mobile.com), by calling 800-937-8997 or 611 from your Device, or by writing to T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers:** You may contact us at [www.T-Mobile.com](http://www.T-Mobile.com), by calling 1-800-937-8997 or 611 from your Device, or by writing to us at: T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn.: Customer Care Manager. If this does not fix things, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you don't, you may not pursue a claim in arbitration or in court. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or Charge, you agree that the issue is fully and finally resolved and T-Mobile shall be released from any and all liability regarding said dispute. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved.

**Puerto Rico customers:** Unless otherwise provided by law or these T&Cs, for billing disputes, you must notify us not later than 20 days from the date the disputed bill was sent to you. If you don't, you may not pursue a claim in arbitration or with the TRB. We will provide you with a determination regarding the billing dispute you present to us within 20 days after we receive it. You will have 20 days from the mailing date of the notification to request a reconsideration of our determination. You may appeal our determination to the TRB by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: B-7 Calle Tabonuco Suite 7000, Guaynabo, Puerto Rico 00969, Attn: Customer Care Manager. You must send your petition for review to the Puerto Rico Telecommunications Regulatory Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 - Santurce), San Juan, Puerto Rico 00907-3941. The TRB will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulations 8065 promulgated on August 31, 2011 by the TRB regarding the procedures for customer's dispute resolution and suspension of Services.

### \*CHOICE OF LAW

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state or jurisdiction in which your billing address in our records is located, without regard to the conflicts of laws rules of that state or jurisdiction. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state or jurisdiction in which your billing address in our records is located, but not outside the U.S.; or Puerto Rico.

### \*DISCLAIMER OF WARRANTIES

Except for any written warranty that may be provided with a T-Mobile Device you purchase from us, and to the extent permitted by law, the Services and Devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning your Service or your Device. We can't and don't promise uninterrupted or error-free service and don't authorize anyone to make any warranties on our behalf. This doesn't deprive you of any warranty rights you may have against anyone else. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third party products. When using these products, we are not responsible for the availability or reliability of 911 calls or text to 911 messages, or if inaccurate location information is provided to the 911 Communications Center. We cannot assure you that if you place a 911 call or text you will be found.

We are not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third party content, services, advertisements, or websites you may be able to access by using your Device or the Services, even if charges for Content & Apps appear on your T-Mobile bill. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

### \*LIMITATION OF LIABILITY

To the extent permitted by law, you and we each agree to limit claims for damages or other monetary relief against each other to direct and actual damages regardless of the theory of liability. This means that neither of us will seek any indirect, special, consequential, treble, or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against any other party to the extent that we would be required to indemnify that party for such claim. You agree we are not liable for problems caused by you or a third party, or by any act of nature. You also agree we aren't liable for missed or deleted voice mails or other messages, for any information (like pictures) that gets lost or deleted if we work on your Device, or for failure or delay in connecting a call or text to 911 or any other emergency service. To the extent permitted by law, you and we each also agree that all claims must be brought within 2 years of the date the claim arises.

### \*INDEMNIFICATION

You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account, or any person you allow to use the Services or your Device.

## Additional Terms for Prepaid Customers

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Your T-Mobile prepaid Service account balance, if sufficient, or your active prepaid plan, gives you access to our prepaid Service for a limited amount of time; you must use your prepaid Service during the designated period of availability. To use our prepaid Service, you must have a T-Mobile prepaid Service account balance for as long as you use service on the T-Mobile prepaid plan. Service will be suspended when your account balance reaches zero and/or you are at the end of the time period associated with your prepaid plan. Monthly plan features are available for 30 days; however, depending on the time of day that you activate your Service or that your Service expires, your service cycle may not equal 30 full 24-hour days. Your monthly plan will automatically renew at the end of 30 days if you have a sufficient T-Mobile prepaid Service account balance to cover your prepaid Service plan before the first day after your service cycle. If you do not have a sufficient T-Mobile prepaid Service account balance, your prepaid Service will be suspended unless you move to a pay as you go plan. If you do not reinstate prepaid Service within the required period based upon your service plan, your phone number will be reallocated. The Charges for Service and the amount of time that Service is available following activation of your prepaid Service account balance may vary; see your Rate Plan for more information. Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills. Coverage specific to our prepaid Service may be found at <https://prepaid.t-mobile.com/prepaid/coverage-map> and differs from coverage related to our postpaid Service.

## Using Our Network

### WILL MY SERVICE VARY? WHAT FACTORS MAY AFFECT MY SERVICE?

As our customer, your actual Service area, network availability, coverage and quality may vary based on a number of factors, including network capacity, terrain, weather, if you are on a private or public Wi-Fi network, using a non-T-Mobile device, or if your Device no longer supports network technologies compatible with or available on T-Mobile's network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and service availability.

We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile branded rate plans, which are prioritized higher on our network. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded plans and minimize capacity issues and degradation in network performance, we may, without advance notice, take any actions necessary to manage our network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle. This threshold number is periodically evaluated and may change over time.

Where the network is lightly loaded in relation to available capacity, a customer whose data is prioritized below other data traffic will notice little, if any, effect from having lower priority. This will be the case in the vast majority of times and locations. At times and locations where the network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Customers should be aware that these practices may occasionally result in speeds below those typically experienced on our LTE networks. We constantly work to improve network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See [www.T-Mobile.com/OpenInternet](http://www.T-Mobile.com/OpenInternet) for details.

## Roaming

### \*CAN I ROAM ON MY DEVICE?

**Domestic Roaming:** Your Device may connect to another provider's network ("Off-Net"). This may happen even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. Please do not abuse this; we may limit or terminate your Service if you do. Your device may also connect to another provider's secured Wi-Fi network. See **WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICE?** section for additional info.

**International Roaming & Dialing:** Availability and features offered for international roaming and dialing vary depending on your Rate Plan and Device. All countries may not be available for roaming and available countries may change from time to time; click here for more information about which countries are currently available for roaming. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), you may be charged international rates (including for voicemails left for you and for data usage). This includes per-minute rates for calls and per-minute rates for calls transferred to your voicemail and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in actual voicemail messages being left for you and regardless of whether your Device is on or off. Different rates and rounding increments apply in different countries. Click here for information on international access, rates, Services and coverage. While roaming internationally, your data throughput may be reduced and your Service may be otherwise limited or terminated at any time without notice. You are responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. You should familiarize yourself with how to access these services before using your handset for international roaming. See **WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICE?** section for additional information about international roaming.

## Streaming Video

We deploy streaming video optimization technology in our network as a feature on qualifying Rate Plans, which also helps to ensure that available network capacity can be utilized to provide a good service experience for the maximum number of customers. The optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering on mobile devices, and reduce the amount of data consumed for streaming video, making room for other users to enjoy higher speeds and a better network experience overall. Video optimization occurs only to data streams that are identified by our packet-core network as video or where the video provider has chosen to establish protocols to self-optimize their video. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user's Device. Customers may have Rate Plans where this feature is always enabled (e.g., "T-Mobile ONE"), with the ability to add a feature disabling optimization to foster native-resolution video capability. Alternatively, customers may choose Rate Plans that offer video optimization as a customer-controlled feature (e.g., "Binge On"). When this feature is enabled, on-device video is typically delivered at DVD quality (up to 1.5 Mbps speeds, generally 480p).

Some qualifying video providers may choose to opt-out of the Binge On program, see listing at <http://www.t-mobile.com/offer/binge-on-streaming-video.html#>. The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled. Rate Plans that feature this technology allow customers to choose to enable (and disable) video streaming optimization when connected to the cellular network, unless a provider has chosen to opt-out, see listing at <http://www.t-mobile.com/offer/binge-on-streaming-video.html#>.

For more information about video optimization, click here.

## Examples of Permitted and Prohibited Uses of the Services and Your Device

Permitted uses include:

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;
- Uploading and downloading applications and content to and from the Internet or third party stores;
- Using applications and content without excessively contributing to network congestion; and
- Tethering your Device to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

Unless explicitly permitted by your Rate Plan or Data Plan, you are not permitted to use your Device or the Services in a way that we determine:

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or "malware", hinders other customers' access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses applications which automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- Accesses the accounts of others without authority;
- Results in more than 50% of your voice and/or data usage being Off-Net (i.e., connected to another provider's network) for any 2 billing cycles within any 12-month period;
- Results in unusually high usage (specifically, more 50GB (updated periodically) in a month) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage for any 3 billing cycles within any 6-month period;
- Resells the Service, either alone or as part of any other good or service;
- Tamper with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone's intellectual property rights;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these T&Cs; or
- Attempts or assists or facilitates anyone else in any of the above activities.

[You can click here to learn about additional anti-theft measures that may apply to you.](#)

### Billing Information

Please read the following for more information about how we bill for calls, data usage and messaging, Wi-Fi usage, third party charges, taxes, and surcharges.

**Usage:** Airtime usage is measured from the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). For voice calls, we round up any fraction of a minute to the next full minute. Depending upon your Rate Plan, data usage may be rounded at the end of each data session, at the end of your billing cycle, and/or at the time you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages. Additional blocking options are available at [www.my.T-Mobile.com](http://www.my.T-Mobile.com). Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan allotments in a later billing cycle. Unused Rate Plan allotments expire at the end of your billing cycle. You may be billed additional Charges for certain features and services. Charges for Wi-Fi usage may vary; see your Rate Plan for more details.

**Taxes:** You agree to pay all taxes and fees imposed by governments or governmental entities. We may not give advance notice of changes to these charges. To determine taxes & fees, we use the street address you identified as your Place of Primary Use ("PPU"). The PPU for **Puerto Rico customers** must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address, does not allow us to identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. Except as may be otherwise required by law, in the event you dispute your PPU or the location we assigned you and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 60 days of the date of our bill containing such tax or fee. Regardless of any Rate Plan guarantee, taxes and fees may change from time to time without notice.

**Surcharges:** You agree to pay all surcharges applicable to your Rate Plan. Surcharges are not mandated or imposed on you by law, they are T-Mobile Charges that are determined, collected and retained by us. The components and amounts of the Surcharges are subject to change without notice. Surcharges include charges, costs, fees and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Surcharges assessed to you will vary depending on the type of Service and the Rate Plan you have. Surcharges will apply whether or not you benefit from the programs, activities or services included in the Surcharge. When Surcharges are assessed in connection with your Service, you can find the Surcharges detailed in either the "Taxes, Fees & Surcharges", "T-Mobile Fees and Charges" or the "Other Charges" sections of your bill or at [www.my.T-Mobile.com](http://www.my.T-Mobile.com). Regardless of any Rate Plan guarantee, Surcharges may change from time to time without notice.

### Additional Software License Terms

Except as permitted by applicable law, you may not assign, transfer, sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, or reverse engineer all or any part of the Software, or alter, disable or circumvent any digital rights management security features embedded in the Software. The Software may not be transferable from one Device to another Device. You may not create derivative works of all or any part of the Software. You agree the Software contains proprietary content and information owned by T-Mobile, its licensors, and/or other third parties. T-Mobile, its licensors, and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You agree that your violation of the Software license harms T-Mobile, its licensors, and/or other third parties, that this harm cannot be fully redressed by money damages, and that T-Mobile, its licensors, and such other third parties shall be entitled to immediate injunctive relief in addition to all other remedies available.

### Additional Terms

If we don't enforce our rights under this Agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. If any part of the Agreement is held invalid that part may be severed from the Agreement.

You can't assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of this Agreement or your debt will not change or relieve your obligations under this Agreement.

The Agreement is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents.

The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control.

If you believe that any material residing on our system or network infringes your copyright, notify our Designated Agent by using the Digital Millennium Copyright Act (DMCA) notice procedure described at [www.t-mobile.com/responsibility/legal/copyright](http://www.t-mobile.com/responsibility/legal/copyright) (<http://es.t-mobile.com/responsibility/legal/copyright> for our Spanish website). Our Designated Agent is Copyright Agent, 12920 S.E. 38th Street, Bellevue, WA 98006; [copyrightagent@t-mobile.com](mailto:copyrightagent@t-mobile.com); phone: 425-383-4000. There are substantial penalties for sending false notices. It is our policy, in appropriate circumstances and in our sole judgment, to suspend or terminate the service of any subscriber, account holder, or user who is deemed to be a repeat or blatant infringer of copyrights.

# EXHIBIT B

## Receipt

**Store**  
T-MOBILE - 2060  
5400 BELAIR RD  
BALTIMORE, MD, 21206-4205  
(410) 488-0327  
Sales Rep #: \*\*\*\*959

**Customer**  
SHAWNAY RAY  
[REDACTED] 1488

**Date:** 11-14-2018 17:00:44  
**Account #:** \*\*\*\*\*522  
**Register #:** 9  
**Trans #:** 3600

## Transaction Details

SKU	Description	Qty @ Price	Extension
ZZZ260R060	TRIPLESIM PLUG 64K T-MOBILE UICC 2017 Mobile Number: [REDACTED] 1488 IMEI [REDACTED] SIMREP Not Discount Eligible	[REDACTED]	[REDACTED]
ZZZ260R060	TRIPLESIM PLUG 64K T-MOBILE UICC 2017 Mobile Number: [REDACTED] 1488 IMEI [REDACTED] SIMREP Not Discount Eligible	[REDACTED]	[REDACTED]
TM6761	TMO SIM STARTER KIT FLYER RETAIL Mobile Number: No Mobile Number N/A Not Discount Eligible	[REDACTED]	[REDACTED]
TM6761	TMO SIM STARTER KIT FLYER RETAIL Mobile Number: No Mobile Number N/A Not Discount Eligible	[REDACTED]	[REDACTED]

Visit my.t-mobile.com to view details on your account

Sale Amount  
TAX 50.00 @ 6.0%  
Total Tax  
Total  
Debit [REDACTED] S/O  
Reference # - 30689734

[REDACTED]  
\$ [REDACTED]

If you activate or use T-Mobile service, or purchase a T-Mobile device, you agree to T-Mobile's Terms and Conditions and any terms specific to your rate plan.

If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.

**Disputes.** T-Mobile REQUIRES ARBITRATION OF DISPUTES unless for new customers YOU OPT OUT WITHIN 30 DAYS OF ACTIVATION, or for existing customers YOU PREVIOUSLY OPTED OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS. For details see T-Mobile's Terms and Conditions at [www.T-Mobile.com/terms-conditions](http://www.T-Mobile.com/terms-conditions).

**Return Policy.** T-Mobile will gladly assist you with your Returns. You can return or exchange a Device or accessory ("Device") for a refund within 14 days of the purchase or lease date of the original Device. Return the Device with your receipt, in its package, with all contents, undamaged and in good working condition, with no material alterations to the Device's hardware or software to the sales channel where you received your Device. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require you to return all items you received with your Device and could cause you to become ineligible for any promotional discounts. You will also be required to pay a restocking fee as follows: The restocking fee is \$75 for advanced, data-focused devices designed for Web browsing (e.g., tablets, netbooks); \$50 for high-end phones and wearable devices with SIM cards designed for Web and social media, voice and text messaging; and \$25 for basic phone devices, data sticks.

**Prepaid services, e-coupons and gift cards are non-refundable.**



# EXHIBIT C

## Receipt

T-Mobile Web  
[www.t-mobile.com](http://www.t-mobile.com)

Customer  
SHAWNAY RAY  
[REDACTED] 1488

Date: 03-10-2019 18:38:59  
Payment #: 10211401872

## Transaction Details

Account and Lines	Description	Price	Due Today
<b>Service Related Charges Account</b>			
[REDACTED] 1544	One time charge for Restore From Suspend	\$ [REDACTED]	\$ [REDACTED]
		<b>Taxes &amp; Fees</b>	\$ [REDACTED]
		<b>Total Due</b>	\$ [REDACTED]
<b>T-Mobile Fees and Charges &amp; Government Taxes and Fees</b>			
Service Charge taxes based on Place of Primary Use address			
<b>T-Mobile fees and charges</b>			
	Federal Universal Service Fund	\$ [REDACTED]	
	<b>Taxes and fees</b>	\$ [REDACTED]	
[REDACTED] 1488	One time charge for Restore From Suspend	\$ [REDACTED]	\$ [REDACTED]
		<b>Taxes &amp; Fees</b>	\$ [REDACTED]
		<b>Total Due</b>	\$ [REDACTED]
<b>T-Mobile Fees and Charges &amp; Government Taxes and Fees</b>			
Service Charge taxes based on Place of Primary Use address			
<b>T-Mobile fees and charges</b>			
	Federal Universal Service Fund	\$ [REDACTED]	
	<b>Taxes and fees</b>	\$ [REDACTED]	
Total Payment			\$ [REDACTED]
Visit my.t-mobile.com to view details on your account			**** [REDACTED] 000197

If you activate or use T-Mobile service, or purchase a T-Mobile device, you agree to T-Mobile's Terms and Conditions and any terms specific to your rate plan.

If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.

**Disputes.** T-Mobile REQUIRES ARBITRATION OF DISPUTES unless for new customers YOU OPT OUT WITHIN 30 DAYS OF ACTIVATION, or for existing customers YOU PREVIOUSLY OPTED OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS. For details see T-Mobile's Terms and Conditions at [www.T-Mobile.com/terms-conditions](http://www.T-Mobile.com/terms-conditions).

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# EXHIBIT D

## Receipt

T-Mobile Customer Care  
1-800-123-1234

Customer  
SHAWNAY RAY  
[REDACTED] 1488

Date: 04-23-2019 09:03:33  
Payment #: 10227205998

## Transaction Details

Account and Lines	Description	Price	Due Today
<b>Service Related Charges Account</b>			
	Applied towards Bill Payment	\$ [REDACTED]	[REDACTED]
<b>4106941544</b>			
	One time charge for Restore From Suspend	\$ [REDACTED]	\$ [REDACTED]
		<b>Taxes &amp; Fees</b>	\$ [REDACTED]
		<b>Total Due</b>	\$ [REDACTED]
<b>T-Mobile Fees and Charges &amp; Government Taxes and Fees</b>			
Service Charge taxes based on Place of Primary Use address			
<b>T-Mobile fees and charges</b>			
	Federal Universal Service Fund	\$ [REDACTED]	
	<b>Taxes and fees</b>	\$ [REDACTED]	
<b>4106941488</b>			
	One time charge for Restore From Suspend	\$ [REDACTED]	\$ [REDACTED]
		<b>Taxes &amp; Fees</b>	\$ [REDACTED]
		<b>Total Due</b>	\$ [REDACTED]
<b>T-Mobile Fees and Charges &amp; Government Taxes and Fees</b>			
Service Charge taxes based on Place of Primary Use address			
<b>T-Mobile fees and charges</b>			
	Federal Universal Service Fund	\$ [REDACTED]	
	<b>Taxes and fees</b>	\$ [REDACTED]	
			Applied towards Bill Payment \$ [REDACTED]
			Applied towards restore fee(now paid in full) \$ [REDACTED]
			Total Payment \$ [REDACTED]
			VISA ** [REDACTED] 011040 \$ [REDACTED]
			Reference # - 157093617 \$ [REDACTED]

Visit my.t-mobile.com to view details on your account

If you activate or use T-Mobile service, or purchase a T-Mobile device, you agree to T-Mobile's Terms and Conditions and any terms specific to your rate plan.

If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.

**Disputes.** T-Mobile REQUIRES ARBITRATION OF DISPUTES unless for new customers YOU OPT OUT WITHIN 30 DAYS OF ACTIVATION, or for existing customers YOU PREVIOUSLY OPTED OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS. For details see T-Mobile's Terms and Conditions at [www.T-Mobile.com/terms-conditions](http://www.T-Mobile.com/terms-conditions).

**Return Policy.** T-Mobile will gladly assist you with your Returns. You can return or exchange a Device or accessory ("Device") for a refund within 14 days of the purchase or lease date of the original Device. Return the Device with your receipt, in its package, with all contents, undamaged and in good working condition, with no material alterations to the Device's hardware or software to the sales channel where you received your Device. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require you to return all items you received with your Device and could cause you to become ineligible for any promotional discounts. You will also be required to pay a restocking fee as follows: The restocking fee is \$75 for advanced, data-focused devices designed for Web browsing (e.g., tablets, netbooks); \$50 for high-end phones and wearable devices with SIM cards designed

**Prepaid services, e-coupons and gift cards are non-refundable.**

# EXHIBIT E

## Service Terms

Date: 02/06/2019  
Account #: [REDACTED] 0406  
Account Type: POSTPAID  
Bill Format: Mail-In  
Estimated Bill Date: 7

Store: T-MOBILE - 214E  
(443) 244-9344  
Rep: JOSHUA ABRAMSON

Customer: KANTICE S JOYNER

## Transaction Details

Account & Lines Description		Monthly Charges
[REDACTED] 4960	T-Mobile ONE	[REDACTED]
	IMEI: [REDACTED], SIM: [REDACTED]	
	Scam ID	
[REDACTED] 5703	T-Mobile ONE Plus	[REDACTED]
	DIGITS Talk & Text	[REDACTED]
	IMEI: [REDACTED], SIM: [REDACTED]	
[REDACTED]	Scam ID MI	
	Total Monthly Charges	[REDACTED]
Excluding device charges (if applicable)		

## CUSTOMER ACCEPTANCE:

By accepting this form, activating or using T-Mobile service, you agree that:

- Your first service cycle may start several days after your activation. International rates and roaming charges may apply. Certain rates are subject to change at any time. If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.
- Paperless Billing.** You are consenting to receive your bill electronically and will not receive a paper bill. You can review your paperless bill by accessing your account at [www.T-Mobile.com](http://www.T-Mobile.com) or by following the link provided in your notification e-mail or text message. You can print a copy of your bill for free and request a mailed copy of your bill. You can update your billing preferences in your account at [www.T-Mobile.com](http://www.T-Mobile.com) or by calling T-Mobile. Please read the complete Paperless Billing Terms & Conditions available at [www.t-mobile.com/billterms](http://www.t-mobile.com/billterms).
- Your "**Agreement**" with T-Mobile includes: (a) this Service Agreement; (b) T-Mobile's "Terms and Conditions"; (c) any terms specific to your Rate Plan or service; and (d) the DIGITS Terms of Use ("DIGITS TOU"), which contains important limitations on 9-1-1 Emergency Service availability and reliability when using DIGITS, and information about user access to call information and text messages for shared DIGITS lines. **You can obtain copies of T-Mobile's Terms and Conditions and your Rate Plan specific terms at [www.T-Mobile.com](http://www.T-Mobile.com) ([www.T-Mobilepr.com](http://www.T-Mobilepr.com) for Puerto Rico customers), and you can obtain copies of the DIGITS TOU at <https://www.t-mobile.com/landing/digits-terms-of-use.html>, or by calling Customer Care at (800) 937-8997 or 611 from your T-Mobile phone.** You agree you have received and read your Agreement. The English version of this Agreement will control over any other version.
- Disputes.** T-Mobile requires **ARBITRATION OF DISPUTES UNLESS YOU OPT-OUT WITHIN 30 DAYS OF ACTIVATION.** For details see [www.T-Mobile.com/terms-conditions](http://www.T-Mobile.com/terms-conditions).
- Cancellation and Return Policy.** You may cancel your Rate Plan by going back to the original point of purchase and returning all devices you acquired with your activation **within 14 days from your activation date (Cancellation Period).**
- You authorize T-Mobile and its agents to obtain information about your credit history and to share that information with credit reporting agencies.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Service Terms**

Date: 02/06/2019

Account Type:

Bill Format: Mail-In

Store

Customer

**Transaction Details****Account & Lines Description****Monthly Charges**

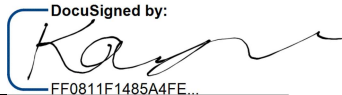
Excluding device charges (if applicable)

Taxes &amp; Surcharges which are approximately 6% to 28% of your bill

**CUSTOMER ACCEPTANCE:****By accepting this form, activating or using T-Mobile service, you agree that:**

- You will be charged a monthly Regulatory Programs ("RPF") & Telco Recovery Fee ("TRF") (not a government required tax or charge) totaling \$3.18 for Voice Lines and \$1.16 for Mobile Internet Lines ("MI") (subject to change without notice; plus tax). Of the \$3.18 total charge for voice lines, \$0.60 is applied to the RPF and \$2.58 is applied to the TRF. For MI lines \$0.15 is applied to the RPF and \$1.01 is applied to the TRF. These fees may not apply to certain data devices/services. International rates and roaming charges may apply. Certain rates are subject to change at any time. Your first service cycle may start several days after your activation. If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.
- **Paperless Billing.** You are consenting to receive your bill electronically and will not receive a paper bill. You can review your paperless bill by accessing your account at [www.T-Mobile.com](http://www.T-Mobile.com) or by following the link provided in your notification e-mail or text message. You can print a copy of your bill for free and request a mailed copy of your bill. You can update your billing preferences in your account at [www.T-Mobile.com](http://www.T-Mobile.com) or by calling T-Mobile. Please read the complete Paperless Billing Terms & Conditions available at [www.t-mobile.com/billterms](http://www.t-mobile.com/billterms).
- Your **"Agreement"** with T-Mobile includes: (a) this Service Agreement; (b) T-Mobile's "Terms and Conditions"; and (c) any terms specific to your Rate Plan or service. **You can obtain copies of T-Mobile's Terms and Conditions and your Rate Plan specific terms at [www.T-Mobile.com](http://www.T-Mobile.com) ([www.T-Mobilepr.com](http://www.T-Mobilepr.com) for Puerto Rico customers), or by calling Customer Care at (800) 937-8997 or 611 from your T-Mobile phone.** You agree you have received and read your Agreement. The English version of this Agreement will control over any other version.
- **Disputes. T-Mobile requires ARBITRATION OF DISPUTES UNLESS YOU OPT-OUT WITHIN 30 DAYS OF ACTIVATION.** For details see [www.T-Mobile.com/terms-conditions](http://www.T-Mobile.com/terms-conditions).
- **Cancellation and Return Policy.** You may cancel your Rate Plan by going back to the original point of purchase and returning all devices you acquired with your activation **within 14 days from your activation date (Cancellation Period).**
- **You authorize T-Mobile and its agents to obtain information about your credit history and to share that information with credit reporting agencies.**

Signature:

DocuSigned by:  
  
 FF0811F1485A4FE...

Date:

02/06/2019

# EXHIBIT F

PLAN ID:

## EQUIPMENT INSTALLMENT PLAN (EIP) CONTRACT AND DISCLOSURES

0894

## Seller/Creditor:

T-Mobile Financial LLC  
12920 SE 38th Street  
Bellevue, WA 98006  
1-800-937-8997

## Buyer:

KANTICE JOYNER

## Date:

02/07/2019

## Account:

0406

## SKU - Description

## Serial / IMEI Number

## Price

Down Payment  
Paid Today

## Balance

000000610214656322 - LG LMQ710TSB STYLO 4 32G BLK  
KIT

Total Sales Tax (estimated):

Total

## Truth-in-Lending Disclosures

<u>ANNUAL PERCENTAGE RATE</u>	<u>FINANCE CHARGE</u>	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	(The total cost of your purchase on credit, including your payment of [REDACTED]).
0.00%	\$0.00	[REDACTED]	[REDACTED]	[REDACTED]
Your Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments are Due		
[REDACTED]	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]		
The Annual Percentage Rate does not take into account your required deposit.				
See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.				

## EQUIPMENT INSTALLMENT PLAN (EIP) CONTRACT AND DISCLOSURES

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## Itemization of the Amount Financed of \$48.00

Cash Price (a)	
Sales Tax (estimated) (b)	
Total Cash Price plus Sales Tax (c) = (a) + (b)	
Cash Down Payment (d)	
Sales Tax paid at time of sale (or deferred to first monthly bill) (e)	
Unpaid Balance of Cash Price/Unpaid Balance (f) = (c) - (d) - (e)	
Prepaid <b>FINANCE CHARGE</b> (g)	\$0.00
Amount Financed (h) = (f) - (g)	

**Late Charge.** No late charges will be imposed on a late Equipment Installment Plan payment.

**Agreement to Purchase and Make Payments.** Except as provided below, you agree to purchase from Seller ("we," "us," or "our") the items described above (the "equipment") on the terms set forth in this agreement. Affiliates of T-Mobile Financial LLC ("T-Mobile Financial", and together with its affiliates, "T-Mobile", "we," "us," or "our") provide wireless service to you (the "Service"). Subject to our delivery to you of the equipment identified above and purchased by you, and subject to your right to cancel this agreement as provided below, you agree to make payments according to the payment schedule above. In addition, you agree to maintain Service on any equipment purchased under this agreement for the term of this agreement. If you accept this agreement after the date it is made available to you, your first monthly payment may be due one month later than the date shown above. The Truth-in-Lending Disclosures above are part of this agreement. Equipment purchased under this agreement will appear on the monthly billing statements for your Service plan. Partial payments may result in the suspension or cancellation of your Service and in equipment not operating on T-Mobile's network. You may prepay this agreement, in whole or in part, at any time without penalty. Partial prepayments will not change your obligation to continue to make scheduled payments, except that you may finish making payments early. This is a one-time extension of credit by us to you.

You have the right to cancel this agreement within 14 days (or more based upon where you made the purchase) of your acceptance and return the equipment in accordance with our return policy. If you exercise this right you will have no payment obligation under this agreement. Your equipment may not work with wireless services or on wireless networks that are not provided by T-Mobile.

Manufacturer warranty information, if any, is provided with the items sold.

**Protections for Service Members and Their Families:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent (a "Covered Buyer") may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

## EQUIPMENT INSTALLMENT PLAN (EIP) CONTRACT AND DISCLOSURES

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You are a "Covered Buyer" if at the time of establishing this EIP you are an active duty service member or an active Guard or Reserve duty member, or you are a qualifying dependent of that member.

**Oral Disclosure:** If you are a Covered Buyer, you may obtain information about this EIP, including information about the payment obligation, by calling us, at 1-844-279-9461.

**\* Dispute Resolution and Arbitration.** If you are a Covered Buyer, the following provisions relating to arbitration do not apply to this EIP. This section describes how any disputes between you and T-Mobile will be resolved. WE AND YOU EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, OUR PRIVACY POLICY, OUR SERVICES, EQUIPMENT, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This includes any claims against others relating to services or equipment provided or billed to you (such as our suppliers, dealers or vendors) when you also assert claims against us in the same proceeding. This agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MAY AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT INSTEAD OF ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES. To opt out, call 1-866-323-4405 or complete the opt-out form located at [www.T-Mobiledisputeresolution.com](http://www.T-Mobiledisputeresolution.com). TO BE EFFECTIVE, YOU MUST OPT OUT BY THE OPT OUT DEADLINE FOR EACH LINE OF SERVICE. THE OPT OUT DEADLINE IS 30 DAYS FROM THE EARLIER OF THE DATE OF YOUR SIGNATURE TO THIS AGREEMENT, THE DATE YOU PURCHASED EQUIPMENT FROM US OR THE DATE YOU ACTIVATED A NEW LINE EXCEPT THAT FOR A LINE OF SERVICE ACTIVATED PRIOR TO JUNE 28, 2008, THE OPT OUT DEADLINE IS 30 DAYS FROM THE FIRST TIME AFTER DECEMBER 30, 2011 WHEN YOU AGREED TO EXTEND OR RENEW YOUR TERM OF SERVICE FOR THAT LINE.

We and you each agree that if you fail to timely pay amounts due, we may assign your account for collection, and we or the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent. The American Arbitration Association ("AAA") will arbitrate all disputes. For claims less than \$75,000, the AAA's Consumer Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims under \$75,000, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, T-Mobile agrees not to seek an award of attorneys' fees in arbitration.

**\* CLASS ACTION WAIVER.** WE AND YOU EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.

**\* JURY TRIAL WAIVER.** If a claim proceeds in court rather than through arbitration, unless otherwise prohibited by law WE AND YOU EACH WAIVE ANY RIGHT TO A JURY TRIAL.

## EQUIPMENT INSTALLMENT PLAN (EIP) CONTRACT AND DISCLOSURES

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**For customers participating in an Equipment Installment Plan promotion only.** If you qualify for an eligible device promotion, view the promotional offer details at [www.T-Mobile.com/PromotionalOffers](http://www.T-Mobile.com/PromotionalOffers). Device promotions may be fulfilled via monthly bill credits and may not appear on your next bill. Please note that certain device promotion offers may include options that may be requested at the time of service termination. If you choose to terminate service for a device subject to such a promotion, you may be required to specifically choose or elect certain options before you request transfer of a device from active T-Mobile wireless service to another carrier's service, to avoid losing monthly bill credits or other promotion-related benefits. (Please also see the terms of the "Default" section set forth in this agreement.)

**Organization/Corporate/Government Customers.** If you are signing this agreement on behalf of an organization, corporate or government customer, you represent and warrant that you are authorized to sign this agreement on behalf of such corporation or organization. In addition, in the event that you receive T-Mobile Service, the terms and conditions of your wireless services agreement with T-Mobile will apply to this transaction, but if any of those terms and conditions are inconsistent with anything stated in this agreement, this agreement will prevail. Otherwise your wireless services agreement with T-Mobile will continue to be valid and enforceable under its terms. If you are signing this agreement on behalf of an organization, corporate or government customer, we and you agree that the equipment is not being sold primarily for personal, family or household purposes.

**Credit Checks.** We, along with our agents and other third parties involved in the transaction, may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may also report your payment record to credit-reporting agencies. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Equipment Refunds and Restocking Fees.** For equipment returns and exchanges, see our return policy. Some equipment may not be refunded or exchanged, and/or you may be required to pay a restocking fee. This agreement applies to any equipment provided to you in exchange for the equipment originally purchased pursuant to this agreement.

**Risk of Loss.** You bear the entire risk of loss, theft or damage to the equipment from any cause during the term of this agreement. Even if the equipment is lost, stolen or damaged, you remain obligated for the total of the payments. You should consider purchasing insurance on the equipment.

**Default.** Except where prohibited by law, you will be in default if you: fail to make any payment when required; violate any provision of this agreement; **fail to maintain Service for any device purchased under this agreement**; fail to activate Service within 30 days of the date hereof; or become the subject of any bankruptcy or insolvency proceeding.

Except where prohibited by law, if you are in default under this agreement, we may declare the remaining unpaid balance of the agreement immediately due and payable. However, if you are in default solely because of a failure to maintain Service (and for no other reason), and you have purchased at least one device under this agreement that is subject to monthly bill credits pursuant to an eligible Equipment Installment Plan device promotion (as described more fully above) at the time of your default, you agree that we may declare the unpaid balance of this agreement associated with any and all devices that are not subject to monthly bill credits immediately due and payable, and we may agree at your request (subject to the applicable terms of the Equipment Installment Plan device promotion) to allow monthly installment payments to continue for any balance associated with a device that is subject to eligible monthly bill credits at the time of your default, until the earlier of (a) the original scheduled final payment due date under this agreement, (b) the date the monthly bill credits for a device purchased under this agreement expires, or (c) the date you are in default under this agreement for reasons unrelated to a failure to maintain Service.

**Compliance with Law.** You will not use, nor will you permit the use of, the equipment in violation of any law.

**\* Enforceability and Assignment.** If we don't enforce our rights under this agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. Except as provided in the paragraph marked "CLASS ACTION WAIVER", if any part of this agreement is held invalid that part may be severed from the agreement. You can't assign this agreement or any of your rights or duties under it and will not sell or offer to sell or transfer or enter into any lease with respect to the equipment covered by this agreement without our written consent. We may assign all or part of this agreement, or your debts to us, without notice. You understand that the assignment of all or any part of this agreement will not change or relieve your obligations under this agreement. This agreement is the entire agreement between us and

## EQUIPMENT INSTALLMENT PLAN (EIP) CONTRACT AND DISCLOSURES

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defines all of the rights you have with respect to this agreement, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents. If you purchase equipment, services or content from a third party, you may have a separate agreement with the third party; we are not a party to that agreement. The original version of this agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this agreement shall be in our sole reasonable discretion. Paragraphs marked “\*” continue after termination of our agreement with you.

**\* Disclaimer of Warranties.** EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH THE EQUIPMENT THAT YOU PURCHASE OR FINANCE FROM US, AND TO THE EXTENT PERMITTED BY LAW, THE EQUIPMENT IS PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE EQUIPMENT PURCHASED. WE DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

**\* Waivers and Limitations of Liability.** UNLESS PROHIBITED BY LAW, WE AND YOU EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES REGARDLESS OF THE THEORY OF LIABILITY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

**\* Indemnification.** You agree to defend, indemnify, and hold us and our affiliates, directors, officers, and employees harmless from any claims arising out of use of the equipment, breach of this agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account or that you allow to use your equipment.

**\* Notices and Customer Communications.** T-Mobile may contact you for any purpose and in any manner permitted by law. You also expressly consent to be contacted by us, and anyone contacting you on our behalf, for any purpose, including billing, collection, or other account or service-related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that we, and anyone contacting you on our behalf, may communicate with you in any manner, including through the use of pre-recorded or artificial voice, an automatic telephone dialing system, or an automatic e-mail system. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this paragraph. You further agree that all consents provided in this paragraph will survive termination or expiration of this agreement. To withdraw your consent, please notify T-Mobile. Notices from us to you are considered delivered when we send them to your device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. If you would like to designate a “Primary Telephone Number”, please contact us.

You may contact T-Mobile by calling 877-453-1304, or by writing to: EIP Program Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. Notices from you to us are considered delivered 3 days after mailing to the address above.

To begin arbitration or other legal proceeding, you must serve T-Mobile's registered agent. T-Mobile's registered agent is Corporation Service Company and can be contacted at 1-866-403-5272.

**\* Choice of Law.** This agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state in which your billing address in our records is located, but not outside the U.S. If any provision of the agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

**NOTICE**



EQUIPMENT INSTALLMENT PLAN (EIP) CONTRACT AND DISCLOSURES

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ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

You acknowledge review and receipt of our Financial Privacy Policy. You also acknowledge receipt of a completely filled-in copy of this EIP agreement when you signed it.

Buyer's Signature:

DocuSigned by:

*KANTICE JOYNER*

5162A3EAB7CE480...

Date Signed:

2/7/2019

Seller's Signature:

T-Mobile Financial LLC

Date Signed:

02/07/2019



# EXHIBIT G

**Receipt****T-Mobile Customer Care**  
1-800-123-1234**Customer**  
KANTICE S JOYNER  
(REDACTED) 6570**Date:** 03-07-2019 07:09:07  
**Payment #:** 10210299656**Transaction Details**

Account and Lines	Description	Price	Due Today
<b>Service Related Charges</b>			
<b>Account</b>			
	Applied towards Bill Payment	(REDACTED)	(REDACTED)
<b>4103146570</b>	One time charge for Restore From Suspend	(REDACTED)	(REDACTED)
		<b>Taxes &amp; Fees</b>	(REDACTED)
		<b>Total Due</b>	(REDACTED)
<b>T-Mobile Fees and Charges &amp; Government Taxes and Fees</b>			
Service Charge taxes based on Place of Primary Use address			
<b>T-Mobile fees and charges</b>			
	Federal Universal Service Fund	(REDACTED)	
	<b>Taxes and fees</b>	(REDACTED)	

Applied towards Bill Payment  
Applied towards restore fee(now paid in full)  
Total Payment  
Check (REDACTED)

Visit my.t-mobile.com to view details on your account

If you activate or use T-Mobile service, or purchase a T-Mobile device, you agree to T-Mobile's Terms and Conditions and any terms specific to your rate plan.

If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.

**Disputes.** T-Mobile REQUIRES ARBITRATION OF DISPUTES unless for new customers YOU OPT OUT WITHIN 30 DAYS OF ACTIVATION, or for existing customers YOU PREVIOUSLY OPTED OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS. For details see T-Mobile's Terms and Conditions at [www.T-Mobile.com/terms-conditions](http://www.T-Mobile.com/terms-conditions).

**Return Policy.** T-Mobile will gladly assist you with your Returns. You can return or exchange a Device or accessory ("Device") for a refund within 14 days of the purchase or lease date of the original Device. Return the Device with your receipt, in its package, with all contents, undamaged and in good working condition, with no material alterations to the Device's hardware or software to the sales channel where you received your Device. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require you to return all items you received with your Device and could cause you to become ineligible for any promotional discounts. You will also be required to pay a restocking fee as follows: The restocking fee is \$75 for advanced, data-focused devices designed for Web browsing (e.g., tablets, netbooks); \$50 for high-end phones and wearable devices with SIM cards designed for Web and social media, voice and text messaging; and \$25 for basic phone devices, data sticks.

**Prepaid services, e-coupons and gift cards are non-refundable.**

# EXHIBIT H

**Receipt****T-Mobile Customer Care**  
1-800-123-1234**Customer**  
KANTICE S JOYNER**Date:** 03-20-2019 01:00:00  
**Payment #:** 10214795830**Transaction Details**

Account and Lines	Description	Price	Due Today
<b>Service Related Charges</b>			
<b>Account</b>			
	Applied towards Bill Payment		

Visit my.t-mobile.com to view details on your account

Applied towards Bill Payment  
Total Payment  
Check

If you activate or use T-Mobile service, or purchase a T-Mobile device, you agree to T-Mobile's Terms and Conditions and any terms specific to your rate plan.

If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.

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**Prepaid services, e-coupons and gift cards are non-refundable.**

# EXHIBIT I

**Receipt****T-Mobile Customer Care**  
1-800-123-1234**Customer**  
KANTICE S JOYNER**Date:** 04-18-2019 01:00:00  
**Payment #:** 10224980611**Transaction Details**

Account and Lines	Description	Price	Due Today
<b>Service Related Charges</b>			
<b>Account</b>			
	Applied towards Bill Payment		

Applied towards Bill Payment  
Total Payment  
VISA  
Reference # - 150580778

Visit my.t-mobile.com to view details on your account

If you activate or use T-Mobile service, or purchase a T-Mobile device, you agree to T-Mobile's Terms and Conditions and any terms specific to your rate plan.

If you have a device or accessory under one of our device programs, refer to your agreement for the specific terms and conditions of that program.

**Disputes.** T-Mobile REQUIRES ARBITRATION OF DISPUTES unless for new customers YOU OPT OUT WITHIN 30 DAYS OF ACTIVATION, or for existing customers YOU PREVIOUSLY OPTED OUT PURSUANT TO T-MOBILE'S TERMS AND CONDITIONS. For details see T-Mobile's Terms and Conditions at [www.T-Mobile.com/terms-conditions](http://www.T-Mobile.com/terms-conditions).

**Return Policy.** T-Mobile will gladly assist you with your Returns. You can return or exchange a Device or accessory ("Device") for a refund within 14 days of the purchase or lease date of the original Device. Return the Device with your receipt, in its package, with all contents, undamaged and in good working condition, with no material alterations to the Device's hardware or software to the sales channel where you received your Device. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require you to return all items you received with your Device and could cause you to become ineligible for any promotional discounts. You will also be required to pay a restocking fee as follows: The restocking fee is \$75 for advanced, data-focused devices designed for Web browsing (e.g., tablets, netbooks); \$50 for high-end phones and wearable devices with SIM cards designed for Web and social media, voice and text messaging; and \$25 for basic phone devices, data sticks.

**Prepaid services, e-coupons and gift cards are non-refundable.**